

husbandry regarding stock and pigs cared for by Grower. NFP shall use its best efforts to provide all reasonable direction and support to Grower in carrying out this contract and to maximize the productive capacity of the facility.

- e. NFP will perform all marketing functions involving the pigs. The Grower will be notified 12 hours in advance of any delivery of pigs to its facility and twelve hours in advance of any removal of pigs from its facility and Grower will be notified of the number of pigs either to be delivered or shipped. In no event shall pigs be removed from the Grower's facility without the prior written consent of NFP.
- f. NFP shall pay to Grower and/or Grower's lender on the 21<sup>st</sup> business day of the month following that in which the payment is earned by Grower, all according to the Grower payment schedule attached hereto and made a part hereof (but subject to any offsets, deductions or delays of payment provided for in this Agreement). It is understood by the parties that the payment to Grower shall consist of payments for NFP's use of the premises and compensation for care and services with respect to the pigs on Grower's premises and that Grower may designate some or all of the compensation to be paid by NFP for its payment of financing costs of the unit to be constructed by him. NFP agrees that upon request of Grower's lender it will make checks jointly payable to Grower and his lender. A condition of payment is completion of the weekly and monthly record forms (as required by NFP), and which must be submitted by Grower on a weekly or monthly basis together with Grower's report of the required monthly physical inventory. Failure to regularly submit such reports to NFP in addition to being a condition of default, shall entitle NFP to delay payment for each day the report is overdue.

4. **OBLIGATION OF GROWER**

- a. Grower agrees to provide the finishing facility and properly maintain the same at his expense. Grower shall provide all labor and supervision as may be necessary to grow pigs to market weight including but not limited to loading and unloading the pigs at its facilities, rodent control of premises and herd security. Grower shall furnish the water and electricity needed for the proper care of the pigs. The cost of all electricity and LP shall be paid by Grower when due. In connection therewith, Grower agrees to separately meter and connect the facilities electricity and LP from that of any other farm buildings.
- b. Grower shall be solely responsible for the cleaning of the animals and facility in which they are housed. In the event the manure is not removed from the facility on a timely basis, kept at proper operating levels (as determined by NFP) or in the event there is a risk of overflow from the waste management system, NFP reserves the option to hire the removal of the manure or waste from the facility and deduct the cost of removal from the payments to Grower.
- c. Grower is obligated to immediately notify NFP of any abnormal conditions that may affect the pigs.
- d. Grower agrees that during the term hereof, he will grow pigs only for NFP and not for any other party without the prior written consent of NFP, which consent shall not be unreasonably withheld.
- e. Grower is obligated to fully clean the facility in accordance with NFP's specifications at the end of each grow-out period and to have completed the cleaning within two days. Failure